

AGREEMENT

Agreement made OCTOBER 16, 1986, between CONSUMERS ILLINOIS WATER COMPANY, a public utility corporation, "CONSUMERS," having its principal office and works in the City of University Park, County of Will, State of Illinois, and the VILLAGE OF MONEE, an Illinois municipal corporation, "MONEE".

RECITALS

1. CONSUMERS is also engaged in the business of operating, as a public utility, a Sewage Collection System and Waste Water Treatment Plant, the "Treatment Plant," in the County of Will, State of Illinois.

2. MONEE has made application for funds from the United States Department of Health, Education and Welfare under the Water Pollution Control and Accelerated Public Works Act to finance the construction of a Sewage or Waste Water Collection System, the "Collection System"; which application has been approved.

3. MONEE is desirous of having CONSUMERS treat and dispose of, in the Treatment Plant, the sewage and waste water collected in the Collection System.

For the reasons recited above, and in consideration of the conditions and covenants herein contained, the parties hereto do agree as follows:

SECTION I

1.1 WASTE TREATMENT. CONSUMERS shall, during the term of this agreement, receive from MONEE the Waste Water collected by MONEE in the Collection System, for treatment in the Treatment Plant; and shall thereafter treat and dispose of said Waste Water. For such services, MONEE shall pay the amounts set forth in the existing or future tariff filed by CONSUMERS and approved by the Illinois Commerce Commission; in the event the fees and charges set forth in any of the tariffs are increased or decreased, the obligation of MONEE to pay shall likewise be increased or decreased.

SECTION II

2.1 TERM OF CONTRACT. This agreement shall continue in force to and including Oct. 16, 2006, and shall thereafter be automatically extended for successive periods of Twenty (20) years each, unless either party, on or before Three (3) years prior to expiration of said agreement, the 16 day of OCTOBER of any 20th year shall notify the other party in writing that this agreement is to terminate at the end of such 20th year.

2.2 TERMINATION OF CONTRACT. If such notice is reasonably given in the manner herein provided, this agreement shall terminate at the end of such Twenty (20) years provided, however, that all the obligations of CONSUMERS hereunder shall cease and terminate on the happening of either of the following events:

(a) The expiration, termination, or forfeiture of any permit, license or franchise under which CONSUMERS is now occupying any public street or highway within Will County, Illinois, or within the corporate limits of University Park, Illinois; or the expiration, termination, or forfeiture of any permit, license or franchise under which CONSUMERS hereafter may be occupying any public street or highway within Will County, Illinois, or within the corporate limits of MONEE.

(b) The expiration, termination, or forfeiture of any permit, license or franchise under which CONSUMERS is now, or hereafter may be, operating the Treatment Plant.

SECTION III - CONDITIONS PRECEDENT

The obligation of CONSUMERS hereunder to provide Waste Water Treatment, is subject to the satisfaction of the following conditions precedent:

3.1 ISSUANCE OF PERMITS. Issuance to CONSUMERS by all appropriate governmental agencies or departments, including without limitation the Illinois Environmental Protection Agency, "ILLINOIS EPA", of all necessary permits, licenses or franchises for operation of the Waste Treatment Plant and the granting of approval by the Illinois Commerce Commission.

3.2 MAINTAINING PERMITS. During the term of this agreement, and during the term of any extension hereof, the obligation of CONSUMERS to provide Waste Water Treatment shall be contingent on CONSUMERS being able to maintain all necessary permits, licenses or franchises required by governmental agencies or bodies as a condition to a company or utility providing such service to MONEE. The obligation of CONSUMERS to provide each service shall not, however, be contingent on permits or license or franchises being issued and maintained by CONSUMERS for any other service.

3.3 PAYMENT OF CONTRIBUTION FEE. MONEE shall pay, on date of execution of this agreement, a Sewage Treatment Plant Contribution Fee equal to \$150 for each sewage treatment design population equivalent of the customers making application to CONSUMERS for service. Determination of the sewage treatment design population equivalent shall be computed and determined as set forth in the Sewer Use Ordinance. MONEE may satisfy the Sewage Treatment Plant Contribution Fee payment by making 240 equal monthly installments of principal, with interest to accrue on the unpaid principal from date of execution of this agreement at a rate equal to the prime rate as determined, and announced, by Continental Illinois National Bank & Trust Co., Chicago, Illinois. Prime rate shall be variable and shall be changed and determined by the announced prime rate in effect on the first day of each calendar quarter, and the prime rate so announced shall remain in effect for the entire quarter. MONEE

may satisfy a portion of the Sewage Treatment Plant contribution fee by conveying their present water system or other utility system to CONSUMERS.

3.5 SAMPLING SYSTEM. MONEE shall install, at its sole expense, a metering and sampling system for the Collection System of a size, type and model as described and set forth in Exhibit A hereto, at a location to be determined by agreement of the parties.

3.6 ORDINANCES. Passage by the MONEE Village Board of Trustees of an Ordinance, or Ordinances, forbidding its inhabitants, businesses or industries from causing surface water run-off, storm related water, or ground water, to enter the Collection System, whether such water would enter the Collection system by means of installation of down-spouts, sump-pumps, footing tile or area storm water drains connected to, or which would connect to, the Collection System; and, forbidding connection to the Collection System by any residence, business or industry which has a down-spout, sump-pump, footing tile, area storm water drain or other device which would discharge surface water, storm related water, or ground water, into the Collection System. It is the intention of the parties that the ordinance or ordinances shall allow only domestic waste water to enter the Collection system.

3.7 ORDINANCES OF DEFINITION. Passage by the MONEE Village Board of Trustees of an ordinance, or ordinances, forbidding any business or industry from discharging any waste water into the Collection System other than waste water which would be defined as domestic waste water under the specifications established by ILLINOIS EPA, or other governmental body with jurisdiction over the Collection System. Alternatively, passage by the MONEE Village Board of Trustees of an ordinance, or ordinances, forbidding any business or industry from discharging any waste water into the Collection System other than waste water which has received industrial pretreatment as required under the specifications established by CONSUMERS, by ILLINOIS EPA, or by other governmental body with jurisdiction over the Collection System. MONEE further warrants that it will pass or enact proper ordinances to insure that any requirements of CONSUMERS with regard to industrial pretreatment will be applicable to the users in MONEE'S jurisdiction.

3.8 ADHERENCE TO REGULATIONS. Adherence by MONEE, in the operation and maintenance of the Collection System, to all sewer use regulations established by CONSUMERS, or to which CONSUMERS, or the customers serviced by CONSUMERS, must adhere. MONEE shall establish such regulations in its own legislation by the enactment of appropriate ordinances

ARTICLE IV - AFFIRMATIVE COVENANTS

MONEE does hereby covenant and agree with CONSUMERS that, so long as this agreement is in force, Monee will comply with the following covenants.

4.1 ISSUANCE OF PERMITS, LICENCES AND FRANCHISES. MONEE will issue all permits, licenses and franchises necessary for CONSUMERS to operate the Treatment Plant.

4.2 PERMITS FROM OTHERS. MONEE will use its best efforts to secure issuance by other governmental bodies of all permits, licenses or franchises necessary for CONSUMERS to operate the Treatment Plant.

4.3 INSPECTION AND MAINTENANCE. MONEE will take all necessary steps to inspect, maintain and repair the Collection System to insure that maximum daily flow therein shall not exceed average daily flow by more than a 3.5 to 1 ratio. If MONEE fails to properly maintain or repair the Collection System and the maximum daily flow exceeds average daily flow by more than 3.5 to 1, then CONSUMERS may, on the giving of ten (10) days notice, conduct appropriate inspections and effect appropriate repairs to the Collection System and MONEE will compensate CONSUMERS for the fees, charges and expenses sustained in connection with such inspections and repairs.

4.4 COMPENSATION. As additional compensation to that set forth in, and required under, Paragraph 3.3 herein, MONEE shall pay, for each new connection to its system, a connection fee of \$150.00 per sewage treatment design population equivalent for all connections to the Treatment Plant not reimbursed under Paragraph 3.3 herein. In the event the connection fees are increased or decreased and approved by the Illinois Commerce Commission, the obligation of MONEE to pay shall likewise increase or decrease. For purposes of this agreement a sewage treatment design population equivalent is defined as flow of 100 gallons per day with .17 pounds of BOD per day. A schedule setting forth the standard equivalents is attached hereto as Exhibit B and incorporated herein by reference.

4.5 CONSTRUCTION DATE. MONEE will begin construction of the Collection System on or before May 1, 1987 and the Collection System will be operational on or before May 1, 1988.

4.6 ORDINANCES TO REMAIN IN EFFECT. MONEE will keep the ordinances and legislation referred to in Paragraphs 3.6, 3.7 and 3.8 herein, and the amendments thereto, in full force and effect.

SECTION V

5.1 ASSIGNMENT. No sale, transfer, or assignment of this contract or any right hereunder shall be made by MONEE without the prior written consent of CONSUMERS.

SECTION VI

6.1 COMPLIANCE WITH SPECIFICATIONS. MONEE shall construct the connection of the Collection System into CONSUMER'S manhole in accordance with CONSUMERS' standard specifications, and in accordance with the appropriate standards and specifications of ILLINOIS EPA and any other governmental body with jurisdiction over the Collection System, and MONEE agrees to have the connection inspected and approved, by personnel from CONSUMERS' sewer division before backfilling the trench.

SECTION VII

7.1 LIMITATION OF LIABILITY. CONSUMERS accepts no liability for any adverse result of a failure of its system to operate or for the inability of CONSUMERS sewage system to relieve any overflow of sewage due to such a failure.

7.2 GOVERNING RULES. This agreement shall be governed and controlled by the Rules and Regulations of CONSUMERS on file with the Illinois Commerce Commission, as hereinafter modified or amended, and MONEE acknowledges receipt of a copy thereof prior to execution of this agreement.

SECTION VIII

8.1 HAZARDOUS WASTE. CONSUMERS is under no obligation to accept in the Collection System, or at the Waste Treatment Plant, any waste water containing wastes defined as "hazardous" by ILLINOIS EPA, by the UNITED STATES DEPARTMENT of HEALTH, EDUCATION and WELFARE under the Water Pollution Control Act, or by any other governmental body or agency with jurisdiction over the operation of the Collection System or the Waste Treatment Plant. In the event waste water containing such hazardous waste is discharged into the Collection System, MONEE agrees to notify CONSUMERS immediately of such fact, and to seek immediately injunctive and other legal or equitable relief to stop the discharge of such hazardous waste.

SECTION IX

9.1 SURVIVAL OF COVENANTS. All covenants, agreements, representations and warranties made herein shall continue on after the execution and delivery of this Agreement, and they shall continue in full force and effect until the termination of this Agreement.

9.2 BINDING EFFECT, ASSIGNMENT, AND ENTIRE AGREEMENT. This agreement shall inure to the benefit of, and shall be binding upon, the respective successors and permitted assigns of the parties hereto. MONEE has no right to assign any of its rights or obligations hereunder without the prior written consent of

CONSUMERS. This agreement, and the documents executed and delivered pursuant hereto, constitute the entire agreement between the parties, and may be amended only by a writing signed on behalf of each party and dated subsequent to the date herein.

9.3 SEVERABILITY. If any provision of this agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

9.4 AMENDMENTS. This Agreement may not be amended in whole or in part, except in writing and by the mutual consent of MONEE and CONSUMERS.

9.5 GOVERNING LAW. This Agreement and notes will be governed by the law of the State of Illinois.

9.6 NOTICES. All notices or other communications required or permitted hereunder shall be in writing and shall be given by Registered or Certified mail addressed as follows:

To VILLAGE of MONEE

Monee, IL 60449,

With a copy to:

Attorney

To CONSUMERS:
Charles Smith,
President, Consumers Illinois Water Company
25820 South Western Avenue
University Park, IL 60466

9.7 INCORPORATION OF EXHIBITS BY REFERENCE. All exhibits attached hereto or referred to herein are by this express reference thereto incorporated herein by reference as though the same were fully set forth herein.

9.8 COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

9.9 INTERPRETATION AND CONSTRUCTION. In this Agreement, unless the context otherwise requires:

- a) Articles and Sections mentioned by number only are the respective Articles and Sections of this Agreement so numbered;
- b) Words importing a particular gender mean and include every other gender, and words importing the singular number mean and include the plural number and vice versa;
- c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), societies, trusts, public or private, corporations or other legal entities, including public or governmental bodies, as well as natural persons;

- d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect;
- e) The word "and" when used from time to time herein shall be read to mean "or" or "and/or" if the result of such reading is expansive of the rights or interests of First Trust in the given context;
- f) All approvals, consents and acceptances required to be given or made by any party hereto shall not be unreasonably withheld or delayed;
- g) If any clause, provision or Section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

IN WITNESS WHEREOF, the parties have executed this agreement at Monroe, Illinois, the day and year first above written.

VILLAGE OF MONEE

CONSUMERS ILLINOIS WATER COMPANY

By [Signature]
President, Board of Trustees

By [Signature]

EXHIBIT A - SAMPLING SYSTEM

METERING STATION: Metering station shall include and consist of the following items:

- a. FIBERGLASS REINFORCED PLASTIC PACKAGED METERING MANHOLE.
Manhole shall meet the requirements of ASTM D3753 and shall be complete with integral Parshall flume for flow measurement, manhole reducer for cast iron manhole ring and lid, end adaptors for quick connection to pipe, and an internal ladder. FRP Manhole shall be as indicated on plans and conform to that manufactured by Plast-Fab, or equal.
- b. FIBERGLASS REINFORCED PLASTIC ENCLOSURE. The enclosure shall be designed for outdoor installation and shall be constructed of one piece molded fiberglass reinforced plastic. The enclosure shall have a beige gel coat exterior with ultraviolet light inhibitors. The access door opening shall have a continuous closed cell neoprene rubber gasket. The enclosure interior shall be insulated with a minimum of one inch thick rigid polyurethane foam. The enclosure shall have grade 304 stainless steel rainproof vents. Door latches and hinges shall be chrome plated brass or stainless steel with provision for locking. The enclosure shall have a double duplex outlet and a 500 Watt, 120 VAC heater with adjustable thermostat. The enclosure shall have a flanged bottom perimeter suitable for installation on a concrete pad or floor. The enclosure shall be as indicated on the plans and conform to that manufactured by American Sigma, or equal.
- c. COMPOSITE SAMPLER: The composite sampler shall be capable of pumping uniform, small increment samples into a single receptacle at flow proportioned intervals. Sampler shall have an insulated ice compartment for maintaining samples and be provided with an automatic shutoff to prevent accidental overflow. Instrumentation shall be weatherproof with a single watertight, stainless steel housing for all electronic and mechanical components. Sampling frequency shall be based on flow and unit shall be self purging following each sample to prevent cross contamination between samples. Case shall be constructed of high impact plastic with removeable sections for ease of cleaning or servicing. Sampler power shall be provided from 120 VAC, 60 Hz source. Suction line and strainer shall be 3/8" I.D. by 20' vinyl suction line with weighted polypropylene bodied strainer. Sampling container shall be 3 gallon polyethylene container with lid and polypropylene lid container. Composite sampler shall be as that manufactured by ISCO, Inc. Model 1580, or equal.

EXHIBIT A - SAMPLING SYSTEM

- d. **OPEN CHANNEL FLOW METER:** There shall be furnished a totalizing open channel flow meter, using a submerged pressure transducer to measure depth for use the Parshall flume primary measuring device. The flow meter shall have a full scale liquid level range of 0.08 to 8.33 feet. The flow meter shall be supplied with a digital electronic level adjustment control to allow for simple front panel calibration. The level shall be measured with a maximum error of ± 0.01 ft. over a range of 0.08 to 4.0 ft. Liquid level shall be measured through the use of a level sensor. The level sensor shall consist of a submerged probe permanently joined to an electronics package by a 15 ft. cable. The electronics package shall convert the low level transducer output into a digital signal and shall be housed in a structural foam plastic enclosure with a stainless steel hose fitting to provide venting for the pressure transducer. The flow meter shall require 12 VDC power which shall be supplied by the accompanying Sampler. The flow meter shall have backup battery power to maintain calibration during short power outages. Flow meter shall be as that manufactured by ISCO, Inc., Model 2300, or equal.
- e. **PLOTTER:** There shall be furnished a digital plotting device, compatible with the flow meter, to record the flow rate and total flow measured by the flow meter. The plotter shall simultaneously record the flow rate, total flow, time of day, date and full scale span. The plotter shall also record sampling events. The plotter shall have selectable chart speeds full scale level spans, and flow rate spans. The plotter shall be powered by the accompanying flow meter and shall be furnished with cable to connect th plotter to the meter. Plotter shall be as that manufactured by ISCO, Inc., Model 2310, or equal.
- f. **POWER:** Power shall be provided from the Commonwealth Edison system and shall be rated at no less than 120 VAC at 60Hz.

Metering Station shall include material, installation, and connection costs for manhole, enclosure, sampler, flow meter, plotter, and 120 VAC power.